

#### March 16, 2021

Cox, Cox, Filo, Camel and Wilson ATTN: Mrs. Somer Brown and Mr. Michael Cox 723 Broad Street Lake Charles, LA 70601

RE: Opinion of Value, 620 Esplanade Street, Lake Charles, LA

Mrs. Brown and Mr. Cox,

At your request, I have researched market data regarding professional office leased space in the Southwest Louisiana region in order to measure the missed opportunity for the subject property in the aftermath of Hurricane Laura.

Utilizing the market comparables in Exhibit B, with appropriate adjustments for the subject property, I am of the opinion that a Net Rent of \$13.81 per square foot should be the baseline from a prehurricane perspective.

In comparing Exhibits D and E, the differential of the Net Present Value calculations of the leases is a measured loss of \$490,845 in rental income alone.

Exhibit F was produced in September of 2020, as guidance to the owner on how to strategize on leasing up the space, and at what expense. If we were successful on securing a long-term GSA (General Services Administration of the United State Federal Government) tenant for the second floor, similar to the lease proposal being negotiated for the first floor, I estimated that we could sell the stabilized property in about 12 months at a capitalization rate (aka "Cap Rate") of six percent. If a long-term tenant was not the GSA, I estimated that the sale would be at a Cap Rate of six and three quarters percent.

Exhibit G, based on the same format as Exhibit F, compares a long-term lease that could have been generated last year to what we hope we can lease the second floor once it is finally complete, estimated to be in late June 2021. I am of the opinion it is more likely that we will be able to lease the second floor for between a three to five-year lease term. The owners of the Capital One Tower in downtown Lake Charles have stated to local government that they intend to restore the property, thus returning 354,000 sq ft of office property (See Exhibit A, roughly 45% of the total prior to August 28, 2020) to the market in anywhere from two to four years. When that happens, rates are highly likely to come back down. Using this approach, the diminished value to the owner is measured at \$717,599.

In summary, I am of the opinion there are two relevant losses that arose from the inability to deliver leasable space before the end of December 2020. The first is the difference of \$490,845 in rental income as projected for the expectation of leasing the second floor later this year since the owner was not able to have renovations completed and ready for occupancy. In addition to that, there is an ongoing loss of \$14,000 per month, more or less, for each and every month since January 1, 2021 that the GSA has not been able to occupy the first floor. The second measure of loss is calculated in Exhibit G. With shorter term leases, the property becomes worth less than it would have been with longer term leases. The lower the cap rate, the higher the value. Plan A (as shown in Exhibit G) utilizes a cap rate of blended cap rate of 7.79%. That rate is derived by the relative percentage

Exhibit 3



(weighted) of long-term GSA lease at 6% and the remainder of a rate of 9.5%. This second measure of loss is calculated at \$717,599 in diminished value. These two measured losses, in my opinion, are not overlapping. The former is the discounted difference of the income streams in today's dollars. The latter is the loss of value to the diminished cap rate.

There is potential for a third loss, even more substantial. In the worst extreme, in the event the owner is not able to complete renovations for GSA on the first floor by May 28, 2021, he runs the risk of losing that tenant's new lease that would commence March 1, 2022 with gross income of \$2,872,000, more or less.

In evaluating the market, I believe that as more time goes by, and more properties are restored, leasing values are more likely to decline as opposed to increase. Within the last 45 days, an investor group has purchased the former VF Factory Outlet and has been successful in offering for lease up to 130,000 square feet of temporary office space at gross rates of \$10 to \$15 per square foot, which has kept rates from inflating as they were in the last four months of 2020.

Please let me know if you have any questions relating to this report. With regards,

Andrew Vanchiere, CCIM, SIOR NAI Latter and Blum

These opinions are based upon the information available to me, and are subject to change if other factors are presented for consideration.



### **Key Definitions**

#### Capitalization Rate or Cap Rate

The capitalization rate (also known as cap rate) is used in the world of commercial real estate to indicate the rate of return that is expected to be generated on a real estate investment property. This measure is computed based on the net income which the property is expected to generate and is calculated by dividing net operating income by property asset value and is expressed as a percentage. It is used to estimate the investor's potential return on their investment in the real estate market.

Example: If the net rental income is \$200,000 per year and an appropriate cap rate is 6%, the value would be \$3,333,333; \$200,000 divided by 6% equals 3.333.

#### Net Present Value

Net present value (NPV) is the difference between the present value of cash inflows and the present value of cash outflows over a period of time. NPV is used in capital budgeting and investment planning to analyze the profitability of a projected investment or project.

#### **Discount Rate**

the discount rate refers to the interest rate used in discounted cash flow (DCF) analysis to determine the present value of future cash flows.

Source: Investopedia.com

#### Index

#### Exhibit

- A Professional Office Market inventory for Soutwest Louisiana, Pre Hurricane Laura Criteria, Multi Tenant, Professional Office, 5,000 square feet or higher Worksheet also delineates storm damage and assessment from October 2020
- B Market Reconciliation of Variables, Lease Assignment for confidential tenant, Pre Hurricane Laura
  Reflective of pricing adjustments for multiple factors in this market
  Using these same comparables, adjusted for Flood Zone X, Multi Tenant, and longer than 41 months, the indicated Net Rent for longer than a four year lease would be \$13.81 per square foot per year, plus operating expenses
- C Newmark Grubb Letter of Intent
  Submitted in September 2021 to owner for the second floor, subject to occupancy before January 1, 2021
  Tenant was BHG, a behavioral health/medical provider
- D BHG Lease Proposal Evaluation

  Net present value calculation of the offer received from BHG for a 10 year lease
- E Net Present Value Calculation if DHS/ICE can return to space before June 1, 2021 and 2nd floor gets leased out sometime mid-summer 2021
- F Outline to Full Recovery, September 22, 2021
  Strategy for refinancing, leasing etc. produced less than 30 days after Hurricane Laura
- G Outline to Full Recovery, March 15, 2021
  Revised Strategy to suit current market conditions

# Case 2:20-cv-01582-JDC-KK Document 36-6 Filed 09/08/21 Page 5 of 14 PageID #: 3514 EXHIBIT A

#### Professional Office Market

Single or Multi			Total Square		Pre-Storm		restorm	Gross or					
Tenant			Footage	Damage Level	Vacancy	Estim	nate of Rate	Net?	Multi Tenan	t Summ	ary .		
									Serious	40	4,547		May take at least a year to rebuild, if at all
m	Luxor Building		21,000	Minor	5,764	\$	26.00	Gross	Substantial	18	7,161	22,233	Dec 15, 2020 to April 1, 2020 completion estimates
m	Walnut Grove	Sallier	8,748	None	4,233	\$	24.00	Mod Gross	Minor	5	5,331	16,580	Some ready now, some up to 6 months out
m	Walnut Grove	Post Office	7,816	None	1,250	\$	24.00	Mod Gross	None	13	9,187	7,500	Available now
m	Walnut Grove	Market	2,623	None	1,300	\$	24.00	Mod Gross	Unknown	5	9,509		TBD
m	Chase Building		84,000	None	-	\$	18.00	Gross					
m	1424 Ryan Street		5,451	Minor	1,400	\$	20.00	Gross		84	5,735	46,313	
m	Pyramid Building		12,080	Minor		\$	20.00	Gross					
m	Walnut Grove	Lawton	22,800	Minor	1,777	\$	28.00	Mod Gross					
m	1800 Ryan		15,000	Minor	885	\$	15.00	Mod Gross	Multi Tenan	t Office	Properties at le	east 5,000	square feet and up in Lake Charles, LA
m	Capital One		354,000	Serious	103,183	\$	16.50	Gross					
m	825 Ryan Street		25,547	Serious	3,239	\$	15.00	Mod Gross					
m	Prien Village		25,000	Serious	4,500	\$	15.00	Gross					
m	Wise Building		11,650	Substantial	6,500	\$	14.00	Gross					
m	Bayou Pines East		19,772	Substantial	1,865	\$	13.50	Net					
m	Bayou Pines Wes		27,047	Substantial	8,709	\$	13.50	Net					
m	620 Esplanade St		15,000	Substantial	7,245	\$	20.00	Mod Gross					
m	Heritage Square		60,000	Substantial	1,838	\$	15.00	Gross					
m	2829 Fourth Aver	ıue	47,692	Substantial	2,636	\$	16.00	Gross					
m	700 West Prien L	ake Road	6,000	Substantial	3,000	\$	16.00	Mod Gross					
m	Phoenix Building		15,000	None	417	\$	22.00	Gross					
m	3501 Fifth Avenu		29,009	Unknown	29,009	\$	12.00	Mod Gross					
m	Dore Building		22,500	Unknown		\$	20.00	Gross					
m	W&R Building Sta	an Johnson	8,000	Unknown	8,000	\$	15.00	Gross					
			845,735		196,750								
			- 1-7		-,				MKT AVG	\$	17.07		
					76.74%	6 Pre S	Storm Occu	ancy	NET AVG	\$	13.50		
								•	GROSS AVG	\$	17.03		
									MOD AVG	Ś	18 49		

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<b>Market Re</b>	conciliation of Leas	e Variable	<u>s</u>					1 1100 00	700124 11 00	30 0 01 1 1	1 agoiD 11. 301		
Lease Compara	ables	Lake Charle	es, LA	24-Jun-2	<u>20</u>								
					71	البالسياري	and the second second	المرامين إ	ويران المالية				
1				2	tive Rate		A STATE OF THE STATE OF	Term,	Commencement	FI 17			
Occupancy	Address	ŝ	Square Footage	per So		100	Lease Type	months	Date 1/4/2010	Flood Zone			
Single Tenant	3101 Lake Street		9,017	\$	19.25	55.	Full Service Gross		1/1/2019				
Single Tenant	805 Bayou Pines West		4,639	, ,	11.50	\$ 11.50		72 60	12/1/2019 2/1/2020				
Multi-Tenant	807 Bayou Pines West 1714 Wolf Circle		4,992 3,305	ç	20.47	100	Full Service Gross Modified Gross	12	3/1/2020				
Single Tenant Multi-Tenant	814 West McNeese St	1st Floor	6,205	ç	19.69	100	Modified Gross	24	3/1/2019				
Multi-Tenant	814 West McNeese St	3rd Floor	6,885	\$	17.67	Tel Control of	Modified Gross	60	6/17/2013				
Ividici i chanc	DIA WEST MENCESE SE	Stariour	0,003	Ψ.	17.07	y 11.52	Mounica Gross	00	0/1//2010				
								41 AVG					
						¢ 14.22	AVG Net Rate						
						The Property of	AVG Net Rate of	Flood Zone X					
							AVG Net Rate of			N			
						The State of the S	AVG Net Rate Mu						
1						\$ 14.72	<b>AVG Net Rate Sin</b>	gle Tenant					
							<b>AVG Net Rate for</b>		months				
						\$ 15.53	<b>AVG Net Rate for</b>	Shorter than 41	months	E			

Single Tenant	Subject	4527 SQ F	T	Modified Lessor pays insurance, taxes, yard and all repairs, Tenant pays utilities and janitorial
	Gross Rent	\$ 21.00 perso	q ft \$ 95,067.00	
	Lessor Expenses	Property Taxes	\$ 3,365.20	
	Ecosor Expenses	Insurance	\$ 5,800.00	
		Flood Insurance	\$ 15,402.00	
		Yard Upkeep	\$ 1,440.00	
		Termite Contract	\$ 1,648.00	
		Inreimbursed Maintenance	\$ 4,306.00	
Reserve for HV	AC and other Capita	Cost/Repairs at \$2 per sq ft	\$ 9,054.00	
		Total	\$ 41,015.20	
			\$ 9.06	Per Sq FT OPEX and Reserve
	1	ndicated Net Rent Currently	\$ 11.94	Per Square Foot
	Compare	d to Weighed AVG Net Rate	-16.69%	Relative to Market
	d to Market Variable			
actor NG Rate		nonths 2.15	1	
	15% \$ 15% \$	2.06		
lood Zone AE	35% \$	5.15		[17] [18] [18] [18] [18] [18] [18] [18] [18
ingle Tenant	35% \$	5.15		
Ouration	35%_\$	5.44		
ndicated Net Rei	nt \$	14.80		
DPEX	\$	9.06		
iross Rent	\$	23.86		
	*			

### **EXHIBIT C**

### **Newmark Grubb Knight Frank**



James Rainer Director

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March 15, 2021September 23, 2020September 11, 2020

Andrew Vanchiere NAI Latter & Blum

Dear: Andrew

RE: Behavioral Health Group

We have been authorized by our client, an LLC to be formed by BHG Recovery, ("Tenant") to request a proposal to lease space at 620 Esplanade St in Lake Charles, LA ("Property") under the terms and conditions set forth below:

Approximately 6,3007,245 sf on the 2<sup>nd</sup> floor at 620 Esplanade plus a Premises common area factor of approximately 0.15

Lease Commencement And Delivery Date

Upon Lease Execution

Rent Commencement

120 days after Lease Commencment plus any additional free rent provided by Landlord. At Occupancy 90 days after the later of Lease

Commencement or Delivery of space to Tenant.

Right of First Refusal

Tenant request a right of first refusal on any contiguous space

Rental Rate

Please indicate the most aggressive gross rental rate. Tenant understands that it will be responsible for it's own janitorial and all other expenses are included in the rate. \$16 per rentable square foot per year for years 1-5, \$19 per rentable square foot per year for years 6-10.

Current NNN charges are estimated at \$6.50 per square foot.

Term

Please provide a ten (10) year proposal.

Renewal

Tenant requests two (2), five (5) year renewal options at 90% of market

rent. 12.510% increases per option period.

Landlord's Work

Landlord shall deliver the Premises in "As-Is" condition (along with any all required remediation from storm damage) and provide the following: HVAC: 1 ton of HVAC per 300 sf of space leased. Landlord to be responsible for maintaining, reparing, and replacing HVAC for the first 12 months if existing units.

Plumbing: existing functional water supply line. Electrical: If power supply is 480V – Tenant requires 200 amps with electric heat. If power supply is 120/180V - Tenant reuires 200 amps.

Sprinkler System

Please state if sprinkler exists and what capacity. No sprinkler

555 Perkins Extended, Suite 410, Memphis, TN 38117 T 901.761.1717 F 901.761.1716 www.ngkf.com

### Newmark Grubb Knight Frank



Tenant Improvement

Tenant shall bear all costs associated with any desired interior improvements and is not requesting ant Tenant Improvement Allowance from Landlord. The space is in process of new carpet, paint, ceiling tiles, etc. In the event a Lease is executed prior to completion of the above LL contributions, Tenant shall have the right to choose paint colors and flooring subject to LL's approval which shall not be unreasonably withheld

Contingency

In addition to normal construction approvals, Tenant is required to obtain approval from healthcare licensing (regulatory) authorities before operations can commence in the space. The final approval can only be granted after completion of the tenant improvement work. Within 60 days after completion of the tenant improvements, Tenant shall obtain the necessary regulatory approvals. If Tenant is not able to obtain the approvals, Tenant shall have the right to cancel the lease in which, event Tenant shall reimburse Landlord for costs, including brokerage commissions, incurred by Landlord (such costs to be agreed upon and stated in the Lease).

Landlord agrees and understands that Tenant is currently under Lease at another property. Due to the damage caused by the storm, Tenant is diligently working to terminate the current Lease. In the event Tenant is unable to terminate it's current Lease, Tenant shall have the right to terminate this Lease by paying a termination penalty to Landlord in the amount of brokerage commissions.

Exclusive

During the term of this lease or any extensions of this Lease, Landlord will not allow any other Tenants or Subtenants or enter into a lease agreement with any other Tenants to offer addiction treatment services.

Use

Outpatient addiction treatment and counseling services and related office

use.

Signage

Tenant request prominent exterior building signage on the \_\_\_\_\_ side of the Building, directional signage on any other areas where directional

or identity signs are permitted within the Property.

Agency

Tenant is represented by James Rainer, a licensee of Newmark Knight Frank ("Broker"). Landlord shall pay a commission to Broker equal to 3% 4% of the gross-net lease lease value ("Commission"). Lessor is represented by Andrew Vanchiere of NAI Latter and Blum. Lessor side of the commission shall be 3%. Commission shall be due and payable ½ at lease execution and ½ within 15 days of receipt of the first rental

payment.

Parking

Please describe the parking arrangements including a site plan indicating the parking ratios for the building. Tenant requests unrestricted access

### Newmark Grubb Knight Frank



and use of the entire parking area in common with other tenants of the Property.

Base Building Codes

It is the Tenant's understanding that the base building, premises, and all common areas meet the current building codes for Lake Charles and the state of LA. This includes any and all rules that pertain to ADA.

Non-Binding Provision

Please understand that all proposals and drafts are subject to approval, execution, and delivery of final documents by both parties. Neith party shall have any legal obligation in connection herewith, nore may either party terminate further negotiations with or without cause. Accordingly, please do not take an action or refrain from taking any action in reliance on this request for proposal or any oral statements made in connection herewith.

Please respond to this RFP, via e-mail, to <u>Jarainer@ngkf.com</u>.

Thank you for your consideration. If you have any questions please do not hesitate to call.

Sincerely,

James Rainer Director Newmark Grubb Knight Frank 555 Perkins Ext, Suite 300 Memphis, TN 38117 D 901.302.4304 Latter & Blum Case 2:20-cv-01582-JDC-KK Document 36-6 Filed 09/08/21 Page 10 of 14 PageID #: 350000112.10

Newmark Grubb Knight Frank



M 901.214.6656 Jarainer@ngkf.com

620 Esplanade Street

**BHG Lease Proposal Evaluation** 

Assumed January 1, 2021 Occupancy

9/23/2021

These numbers are from an actual offer received.

Tenant wanted a Gross Lease, we wanted a Net Lease

	7245	Squ	are Feet	<u>Per</u> \$	<b>Sq F</b>	<b>ft, Annual</b> 00	years 1-5
10 year deal				\$	19.0	00	years 6-10
Yr							
	2021	\$	115,920.00				
	2022	\$	115,920.00				
	2023	\$	115,920.00				
	2024	\$	115,920.00				
	2025	\$	115,920.00				
	2026	\$	137,655.00				
	2027	\$	137,655.00				
	2028	\$	137,655.00				
	2029	\$	137,655.00				
	2030	\$	137,655.00				
Gross	Value	\$1	,267,875.00				
NPV		\$1	,074,685.14		3	3% discount ra	te

# **EXHIBIT E**

July	1	Lease	Mod	le
------	---	-------	-----	----

		100
7215	square	foot

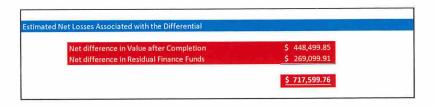
	4 years	I used the mid point of what I believe will be anywhere from a 3 to 5 year primary lease term
	\$22 per sq ft	This is a premium to pre-storm market rates. Most likely to get a medium term lease. Over the course of this lease term, there should be additional supply that comes to market that may lower rates back down.
Rem of 2021	\$79,695	If Capital One Tower comes back, all at once, or even staggered, we will see a precipitous drop in rental rates
2022	\$159,390	for an extended period of time.
2023	\$159,390	
2024	\$159,390	
Portion of 2025	\$79,695	
Gross Value	\$637,560	
NPV	\$583,840.14	3% discount rate

# **EXHIBIT F**

	620 Esplanade		<b>Financial Outline to Recove</b>	ry and Full Occupancy	22-Sep-20
	Current Loan Balance Monthly PMT	\$ 13,000.00	\$ 1,100,000.00		
	Insurance Limits	Property Business Interruption	\$ 2,000,000.00 assuming no co-insurance per \$ -	alties	
	Needs Interior Reb New Roof	uild	\$ 1,300,000.00 \$ 550,000.00		
	Spent to Da	te	\$ 56,000.00		
	Balance of I	ns Proceeds	\$ 94,000.00		
	Potential Ne	ew Finance Proceeds	\$ 912,888.89 Plan A, see below		\$ 1,164,500.00 Plan B, see below
	Possible Ne	w Exterior	\$ 400,000.00		\$ 400,000.00
	Leasing Con	nmission Estimate	\$ 169,837.50		\$ 169,837.50
	Residual Fin	ance Funds after Exterior	\$ 343,051.39		\$ 594,662.50
Needs from Tenants				Plan B	Yr 1 base rent
	Plan A ICE	15 yr deal	Yr 1 base rent \$ 110,530.00 \$ 14.00 per sq ft, minimur	N. C.	\$ 110,530.00 \$ 14.00 per sq ft, minimum
	BHG or other non GSA		\$ 115,920.00 \$ 16.00 per sq ft, minimum		\$ 115,920.00 \$ 16.00 per sq ft, minimum
			\$ 226,450.00		\$ 226,450.00
	Market Cap Rate 6.75%		Value after Completion \$ 3,354,814.81	6.00%	Value after Completion \$ 3,774,166.67
	Refinance up to LTV 20 yr am	60%	\$ 2,012,888.89	Refinance up to LTV	60% \$ 2,264,500.00
1	3.90% Interest	Monthly PMT	(\$12,091.91)	Monthly PMT	(\$13,603.39)
		Annual Cash Flow	\$ 81,347.12		\$ 63,209.26
	L	DCR Ratio Interest Only Period, 180 days	1,56 :1 \$ (6,541.89) per month	DCI Interest Only	R Ratio 1.39 :1 Period \$ (7,359.63) per month

### **EXHIBIT G**

	620 Espl	anade		Finan	ial Out	lline to Recovery and	d Full Occupancy		15-Mar-21
	Current Loan I Monthly PMT		\$ 13,000.	\$ 1,100,0	00.00				
	Insurance Lim	its	Proper Business Interrupti		00.00 assu -	uming no co-insurance penalties			
		Interior Reb New Roof	uild	\$ 1,300,0 \$ 550,0					
		Spent to Da	te	\$ 56,0	00.00				
		Balance of I	ns Proceeds	\$ 94,0	00.00				
		Potential Ne	ew Finance Proceeds	\$ 643,7	38.98 Plar	A, see below		\$	912,888.89 Plan B, see below
		Possible Ne	w Exterior	\$ 400,0	00.00			\$	400,000.00
		Leasing Con	nmission Estimate	\$ 118,8	36.25			\$	118,886.25
		Residual Fir	nance Funds after Exterior	\$ 124,9	<u> </u>		THE TO THE RELLY	<u>\$</u>	394,002.64
Needs from Tenants									
	Plan A	ICE Non GSA	15 yr deal 3-5 year deal		ent 30.00 \$ 20.00 \$	14.00 per sq ft, minimum 16.00 per sq ft, minimum	Plan B ICE BHG 1	\$ 10 yr deal \$	115,920.00 \$ 16.00 per sq ft, minimum
				\$ 226,4	50.00			\$	226,450.00
	Market Cap R	ate 7.79%		\$ 2,906,3	after Com 14.96	pletion	6	5.75%	<u>Value after Completion</u> 3,354,814.81
		yram	é	0% \$ 1,743,	88.98		Refinance up to LTV	60% \$	2,012,888.89
	3.90%	Interest	Monthly PMT	(\$10,4	75.36)		Mont	hly PMT	(\$12,091,91)
			Annual Cash Fl	w \$ 100,	45.69			\$	81,347.12
			DCR Ratio Interest Only Period, 180 da		1.80 :1 <b>67.31)</b> per	month	Int	DCR Ratio erest Only Period \$	1.56 :1 (6,541.89) per month



Footnotes

DISPLACED GSA TENANTS ARE ONLY ALLOWED TO EXECUTE SHORT TERM LEASES FROM 18-24 MONTHS